Case 2:21-bk-18205-DS Doc 657 Filed 09/26/25 Entered 09/26/25 21:20:42 Des Imaged Certificate of Notice Page 1 of 14

United States Bankruptcy Court Central District of California

In re: Case No. 21-18205-DS

Crestlloyd, LLC Chapter 11

Debtor

CERTIFICATE OF NOTICE

District/off: 0973-2 User: admin Page 1 of 4
Date Rcvd: Sep 24, 2025 Form ID: pdf042 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 26, 2025:

Recipi ID Recipient Name and Address

th + Crestlloyd, LLC, c/o SierraConstellation Partners LLC, 355 S. Grand Avenue Suite 1450, Los Angeles, CA 90071-3152

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 26, 2025 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 24, 2025 at the address(es) listed below:

Name Email Address

Andrew Goodman

on behalf of Attorney Goodman Law Offices A Professional Corporation agoodman@andyglaw.com,

Goodman.AndrewR102467@notify.bestcase.com

Daniel Wall

on behalf of Creditor Plante Lebovic LLP c/o Wallin & Russell LLP dwall@wallinrussell.com

Danielle R Gabai

on behalf of Creditor Showroom Interiors LLC dba Vesta dgabai@ecjlaw.com,

dgabai@ecf.courtdrive.com;aantonio@ecjlaw.com;dperez@ecjlaw.com

David Seror

on behalf of Interested Party Courtesy NEF dseror@bg.law ecf@bg.law

David B Golubchik

on behalf of Debtor Crestlloyd LLC dbg@lnbyg.com, dbg@lnbyg.com

Case 2:21-bk-18205-DS Doc 657 Filed 09/26/25 Entered 09/26/25 21:20:42 Desc Imaged Certificate of Notice Page 2 of 14

District/off: 0973-2 User: admin Page 2 of 4
Date Rcvd: Sep 24, 2025 Form ID: pdf042 Total Noticed: 1

David B Golubchik

on behalf of Defendant Crestlloyd LLC dbg@lnbyg.com, dbg@lnbyg.com

David B Golubchik

on behalf of Attorney Levene Neale, Bender, Yoo & Golubchik LLP dbg@lnbyg.com, dbg@lnbyg.com

Genevieve G Weiner

on behalf of Interested Party Richard Saghian gweiner@sidley.com

laefilingnotice@sidley.com;genevieve-weiner-0813@ecf.pacerpro.com;psantos@sidley.com

Hamid R Rafatjoo

on behalf of Interested Party Nile Niami hrafatjoo@raineslaw.com bclark@raineslaw.com,csantiago@raineslaw.com

Howard Steinberg

on behalf of Defendant Hankey Capital LLC, a California limited liability company steinbergh@gtlaw.com,

pearsallt@gtlaw.com;NEF-BK@gtlaw.com;howard-steinberg-6096@ecf.pacerpro.com

Howard Steinberg

on behalf of Cross-Claimant Hankey Capital LLC, a California limited liability company steinbergh@gtlaw.com,

pears all t@gtlaw.com; NEF-BK@gtlaw.com; howard-steinberg-6096@ecf.pacerpro.com

Howard Steinberg

on behalf of Creditor Hankey Capital LLC, a California limited liability company steinbergh@gtlaw.com,

pearsallt@gtlaw.com;NEF-BK@gtlaw.com;howard-steinberg-6096@ecf.pacerpro.com

Jane G Kearl

on behalf of Interested Party J&E Texture Inc. jkearl@watttieder.com, lharake@watttieder.com

Jeffrey Huron

on behalf of Plaintiff Inferno Investment Inc. jeff.huron@stinson.com, ebailon@dykema.com;slara@dykema.com;DocketLA@dykema.com

Jeffrey Huron

on behalf of Counter-Defendant Inferno Investment $\,$ Inc. jeff.huron@stinson.com,

ebailon@dykema.com; slara@dykema.com; DocketLA@dykema.com

Jeffrey Huron

on behalf of Cross Defendant Inferno Investment Inc. jeff.huron@stinson.com,

 $ebailon@dykema.com; slara@dykema.com; DocketLA\^{@}dykema.com$

Jennifer Larkin Kneeland

on behalf of Interested Party J&E Texture Inc. jkneeland@watttieder.com, mlindau@watttieder.com

Jerrold L Bregman

on behalf of Interested Party Hilldun Corporation jbregman@bg.law ecf@bg.law

Jessica Wellington

on behalf of Interested Party Courtesy NEF jwellington@bg.law ecf@bg.law

Jessica Wellington

on behalf of Defendant Hilldun Corporation jwellington@bg.law ecf@bg.law

Jessica Wellington

on behalf of Other Professional Theodore Lanes jwellington@bg.law ecf@bg.law

John A Moe, II

on behalf of Cross Defendant Joseph Englanoff john.moe@dentons.com

kathryn.howard@dentons.com;derry.kalve@dentons.com;DOCKET.GENERAL.LIT.LOS@dentons.com

John A Moe, II

on behalf of Cross Defendant Jacqueline Englanoff john.moe@dentons.com

kathryn.how ard @dentons.com; derry.kalve @dentons.com; DOCKET.GENERAL.LIT.LOS @dentons.com; derry.kalve @dentons.com; d

John A Moe, II

on behalf of Cross Defendant Justine Englanoff john.moe@dentons.com

kathryn.howard@dentons.com;derry.kalve@dentons.com;DOCKET.GENERAL.LIT.LOS@dentons.com

John A Moe, II

on behalf of Cross Defendant Trousdale Estate LLC a Nevada Limited Liability Company john.moe@dentons.com,

kathryn.howard@dentons.com;derry.kalve@dentons.com;DOCKET.GENERAL.LIT.LOŚ@dentons.com

John A Moe, II

on behalf of Counter-Defendant Crestlloyd LLC john.moe@dentons.com,

kathryn.how ard @dentons.com; derry.kalve @dentons.com; DOCKET.GENERAL.LIT.LOS @dentons.com; derry.kalve @dentons.com; d

John A Moe, II

on behalf of Creditor Yogi Securities Holdings LLC john.moe@dentons.com,

kathryn.how ard @dentons.com; denry.kalve @dentons.com; DOCKET.GENERAL.LIT.LOS @dentons.com; denry.kalve @dentons.com; d

John A Moe, II

on behalf of Cross Defendant Nicole Englanoff john.moe@dentons.com

kathryn.howard@dentons.com;derry.kalve@dentons.com;DOCKET.GENERAL.LIT.LOS@dentons.com

Case 2:21-bk-18205-DS Doc 657 Filed 09/26/25 Entered 09/26/25 21:20:42 Desc Imaged Certificate of Notice Page 3 of 14

District/off: 0973-2 User: admin Page 3 of 4
Date Rcvd: Sep 24, 2025 Form ID: pdf042 Total Noticed: 1

John W Lucas

on behalf of Counter-Claimant Yogi Securities Holdings LLC jlucas@pszjlaw.com, ocarpio@pszjlaw.com

John W Lucas

on behalf of Defendant Yogi Securities Holdings LLC jlucas@pszjlaw.com, ocarpio@pszjlaw.com

John W Lucas

on behalf of Cross Defendant Yogi Securities Holdings LLC jlucas@pszjlaw.com, ocarpio@pszjlaw.com

Jonathan Gottlieb

on behalf of Debtor Crestlloyd LLC jdg@lnbyg.com

Jonathan Gottlieb

on behalf of Interested Party Courtesy NEF jdg@lnbyg.com

Joseph M Rothberg

on behalf of Counter-Defendant Crestlloyd LLC jmr@lnbyg.com, jmr.LNBYG@ecf.inforuptcy.com

Joseph M Rothberg

 $on\ behalf\ of\ Cross-Claimant\ Crestlloyd\ \ LLC\ jmr@lnbyg.com, jmr. LNBYG@ecf. inforuptcy.com$

Joseph M Rothberg

on behalf of Debtor Crestlloyd LLC jmr@lnbyg.com, jmr.LNBYG@ecf.inforuptcy.com

Joseph M Rothberg

on behalf of Defendant Crestlloyd LLC jmr@lnbyg.com, jmr.LNBYG@ecf.inforuptcy.com

Karol K Denniston

on behalf of Interested Party Pacific Union International dba Compass karol.denniston@squirepb.com travis.mcroberts@squirepb.com;sarah.conley@squirepb.com;karol-k-denniston-9025@ecf.pacerpro.com

Kyra E Andrassy

on behalf of Creditor Interno Investment Inc. kandrassy@raineslaw.com, bclark@raineslaw.com;csantiago@raineslaw.com

Kyra E Andrassy

on behalf of Interested Party Inferno Investment Inc. kandrassy@raineslaw.com,

bclark@raineslaw.com;csantiago@raineslaw.com

Kyra E Andrassy

on behalf of Plaintiff Inferno Investment Inc. kandrassy@raineslaw.com, bclark@raineslaw.com;csantiago@raineslaw.com

Lindsey L Smith

on behalf of Debtor Crestlloyd $\,$ LLC lls@lnbyb.com, lls@ecf.inforuptcy.com

Marc A Lieberman

on behalf of Interested Party Courtesy NEF marc.lieberman@flpllp.com addy@flpllp.com,andrea@flpllp.com

Marc A Lieberman

on behalf of Creditor Italian Luxury Group LLC marc.lieberman@flpllp.com, addy@flpllp.com,andrea@flpllp.com

Marguerite Lee DeVoll

on behalf of Interested Party J&E Texture $\,$ Inc. mdevoll@watttieder.com

Max Fabricant

on behalf of Cross Defendant Inferno Investment Inc. mfabricant@lavelysinger.com

Max Fabricant

on behalf of Counter-Defendant Inferno Investment Inc. mfabricant@lavelysinger.com

Max Fabricant

on behalf of Interested Party Courtesy NEF mfabricant@lavelysinger.com

Max Fabricant

on behalf of Plaintiff Inferno Investment Inc. mfabricant@lavelysinger.com

Michael S Kogan

on behalf of Interested Party Courtesy NEF mkogan@koganlawfirm.com

Nicholas David Moss

on behalf of Defendant Hankey Capital LLC, a California limited liability company nmoss@molinolawfirm.com

Nicholas David Moss

on behalf of Cross-Claimant Hankey Capital LLC, a California limited liability company nmoss@molinolawfirm.com

Noreen A Madoyan

on behalf of U.S. Trustee United States Trustee (LA) Noreen.Madoyan@usdoj.gov

Oscar Estrada

on behalf of Creditor LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR oestrada@ttc.lacounty.gov

Robert B Kaplan

on behalf of Interested Party Courtesy NEF rbk@jmbm.com rbk@ecf.courtdrive.com

Case 2:21-bk-18205-DS Doc 657 Filed 09/26/25 Entered 09/26/25 21:20:42 Desc Imaged Certificate of Notice Page 4 of 14

District/off: 0973-2 User: admin Page 4 of 4
Date Rcvd: Sep 24, 2025 Form ID: pdf042 Total Noticed: 1

Ronald N Richards

on behalf of Interested Party Courtesy NEF ron@ronaldrichards.com 7206828420@filings.docketbird.com

Ryan Coy

on behalf of Defendant Hilldun Corporation ryan.coy@saul.com

hannah.richmond@saul.com;Shelly.Guise@saul.com;LitigationDocketing@saul.com;ryan.coy@ecf.courtdrive.com

Ryan Coy

on behalf of Cross Defendant Hilldun Corporation a New York Corporation ryan.coy@saul.com,

hannah.richmond@saul.com; Shelly.Guise@saul.com; LitigationDocketing@saul.com; ryan.coy@ecf.courtdrive.com, and the control of the control

Ryan D O'Dea

on behalf of Creditor American Truck and Tool Rental rodea@shulmanbastian.com

lgauthier@shulmanbastian.com;avernon@shulmanbastian.com

Ryan D O'Dea

on behalf of Interested Party Courtesy NEF rodea@shulmanbastian.comlgauthier@shulmanbastian.com;avernon@shulmanbastian.com

Samuel A Newman

on behalf of Interested Party Richard Saghian sam.newman@sidley.com samuel-newman-2492@ecf.pacerpro.com;laefilingnotice@sidley.com

Sharon Oh-Kubisch

on behalf of Interested Party Courtesy NEF sokubisch@swelawfirm.com gcruz@swelawfirm.com;1garrett@swelawfirm.com;jchung@swelawfirm.com

Sharon Z. Weiss

on behalf of Interested Party Inferno Investment Inc. sharon.weiss@bclplaw.com,

 $raul.morales@bclplaw.com, REC_KM_ECF_SMO@bclplaw.com, sharon-weiss-7104@ecf.pacerpro.com$

Sharon Z. Weiss

on behalf of Creditor Interno Investment Inc. sharon.weiss@bclplaw.com,

 $raul.morales@bclplaw.com, REC_KM_ECF_SMO@bclplaw.com, sharon-weiss-7104@ecf.pacerpro.com\\$

Sharon Z. Weiss

on behalf of Plaintiff Inferno Investment Inc. sharon.weiss@bclplaw.com,

raul.morales@bclplaw.com,REC_KM_ECF_SMO@bclplaw.com,sharon-weiss-7104@ecf.pacerpro.com

Steven T Gubner

on behalf of Interested Party Hilldun Corporation sgubner@bg.law ecf@bg.law

Thomas M Geher

on behalf of Defendant Hankey Capital LLC, a California limited liability company tmg@jmbm.com,

bt@jmbm.com;tmg@ecf.courtdrive.com

Thomas M Geher

on behalf of Interested Party Courtesy NEF tmg@jmbm.com bt@jmbm.com;tmg@ecf.courtdrive.com

Thomas M Geher

on behalf of Cross-Claimant Hankey Capital LLC, a California limited liability company tmg@jmbm.com,

bt@jmbm.com;tmg@ecf.courtdrive.com

Todd M Arnold

on behalf of Debtor Crestlloyd LLC tma@lnbyg.com

Todd M Arnold

on behalf of Interested Party Courtesy NEF tma@lnbyg.com

United States Trustee (LA)

ustpregion16.la.ecf@usdoj.gov

Victor A Sahn

on behalf of Interested Party Courtesy NEF victor.sahn@gmlaw.com

William Schumacher

on behalf of Creditor Yogi Securities Holdings LLC wschumacher@winthrop.com, autodocketecf@milbank.com

Zev Shechtman

on behalf of Creditor Showroom Interiors LLC dba Vesta Zev.Shechtman@saul.com, zshechtman@ecf.inforuptcy.com;hannah.richmond@saul.com;LitigationDocketing@saul.com

TOTAL: 75

Desc

8

6

10

11 12

13

14

15 16

17 18

19

20 21

22 23

24 25

26 27

28

This Stipulated Protective Order (the "Protective Order" or "Order") is entered into by and among Hankey Capital, LLC ("Hankey") and Evirum Inc. d.b.a. Inferno Investment, Inc. ("Inferno" and collectively, the "Parties").

The Parties, by their undersigned counsel, hereby stipulate to the following provisions:

DEFINITIONS

- 1. "Bankruptcy Case" means the above-captioned bankruptcy case.
- 2. "Confidential Information" means information that is designated as Confidential or Highly Confidential in accordance with this Protective Order.
- 3. "Court" means the United States Bankruptcy Court for the Central District of California.
- 4. "Designating Party" means a Party or non-Party that designates information or items in disclosures, productions, or in responses to discovery as Confidential or Highly Confidential information.
- 5. "ESI" is an abbreviation of "electronically stored information" and shall have the same meaning and scope as in Federal Rule of Civil Procedure 34(a)(1)(A).
- 6. "Outside Counsel of Record" is an external attorney or law firm officially designated by the court as a party's legal representative, who is authorized to receive and handle confidential information disclosed during litigation under the Protective Order's terms.
- 7. "Permitting Inspection" in response to a request for production under Federal Rule of Civil Procedure 34 has the same meaning as otherwise set forth in Federal Rule of Civil Procedure 34, without regard to whether the materials are made available in hard copy or made accessible online in a digital copy.
- 8. "Privileged Material" means any Document, ESI, or related information that is protected from disclosure by a privilege or other immunity from discovery, including without limitation the attorney-client or the work product privilege (as those terms are defined by Federal Rule of Evidence 502(g)), the joint defense or common interest privilege, or any other statutory privilege or protection.

12 13

14 15

16

17

18

19 20

21

22 23

24

25 26

27

28

9. "Producing Party" means a party or non-party that produces Confidential Information in connection with the Bankruptcy Case.

10. "Receiving Party" means a person who receives Confidential Information directly or indirectly from a Producing Party.

SCOPE

11. All documents, ESI, items, and other information produced in the course of discovery in connection with the Bankruptcy Case, regardless of the medium or manner generated, stored, maintained or revealed (including, among other things, initial disclosures, responses to discovery requests, deposition testimony, and exhibits), and information derived directly therefrom (hereinafter collectively, "Documents"), shall be subject to this Protective Order. The protections conferred by this Protective Order shall also cover copies, extracts, or excerpts from Documents produced in this litigation, the substance thereof, as well as any testimony that reveals Confidential Information or Privileged Material.

DESIGNATING AND CHALLENGING DESIGNATIONS

- 12. Documents may be designated "CONFIDENTIAL" if, at the time they are disclosed or produced in discovery, the Producing Party has a good-faith belief that information in the Documents is not in the public domain, or if in the public domain, not properly in the public domain, and such information is (a) confidential research, development, or commercial information, as such terms are used in Federal Rule of Civil Procedure 26(c)(1)(G); or (b) personal financial or other private information that would be properly redacted from any public court filing pursuant to Fed. R. Civ. P. 5.2; or (c) information protected by the provisions of the Privacy Act, 5 U.S.C. 552a.
- 13. Documents may be designated "HIGHLY CONFIDENTIAL" if they contain extremely sensitive Confidential Information, disclosure of which to another would create a substantial risk of serious harm that could not be avoided by less restrictive means. Such information includes, but is not limited to, the private health and medical information of individuals and information protected by the Privacy Act, 5 U.S.C. 552a, or highly sensitive financial or trade secret information.

17

18

19

20

21

22

23

24

25

26

27

1	14. Documents may be designated as Confidential Information for protection under this
2	Order by placing or affixing the words "CONFIDENTIAL - SUBJECT TO PROTECTIVE
3	ORDER" or "HIGHLY CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" on the
4	Document and on all copies in a manner that will not interfere with the legibility of the Document.
5	To the extent a Document is produced in a form in which placing or affixing the words
6	"CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL –
7	SUBJECT TO PROTECTIVE ORDER" on the Document is not practicable, the producing party
8	may designate the Document as confidential by cover letter or slip sheet, or by affixing a label to
9	the production media containing the Document. As used in this Order, "copies" includes electronic
10	images, duplicates, extracts, summaries, or descriptions that contain the Confidential Information.
11	The marking "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" or "HIGHLY
12	CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" shall be applied prior to or at the time
13	that the Documents are produced or disclosed. For information produced in some form other than
14	documentary and for any other tangible items, the Producing Party must affix in a prominent place
15	on the exterior of the container or containers in which the information or item is stored the legend
I	

"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." 15. Any copies that are made of any Documents marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" or "HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" shall also be so marked, except that indices, electronic databases, or lists of Documents that do not contain substantial portions or images of the text of Documents designated as Confidential or Highly Confidential and do not otherwise disclose the substance of the Confidential Information are not required to be marked.

16. A Party shall not be obligated to challenge the propriety of a designation information as Confidential or Highly Confidential at the time such designation is made, and a failure to do so shall not preclude a subsequent challenge to the designation. In the event that any Party disagrees with the designation of any information as confidential, the Parties shall first try to resolve the dispute in good faith on an informal basis, such as by production of redacted copies. If the dispute cannot be resolved, the objecting Party may object in writing to the Party who designated the

Desc

5

4

7

8 9

11 12

14

15

13

16

17

18

19

20 21

22 23

24

25 26

27

28

document or information as confidential. The designating party shall respond to such objection in writing within five (5) business days (the "Objection Deadline"). If the objecting Party still disputes the designation, the objecting Party shall move the Court, within seven (7) days after the later of (a) the date the objecting Party disputed the designation or (b) the Objection Deadline, for an order vacating the confidential status of the disputed information. The disputed information shall remain Confidential or Highly Confidential Information unless and until the Court orders otherwise. Objections shall be heard by the Court in advance of any hearing or trial.

DEPOSITIONS

17. Unless stated otherwise on the record at the time the deposition testimony is taken as set forth in this Paragraph, all deposition testimony taken within the scope of this Order shall be treated as Highly Confidential Information for a period of 10 days after the deposition. If an exhibit was previously produced during discovery, such exhibit shall have the designation as it exists at the time the exhibit is introduced or referenced during the deposition. Otherwise, such exhibits shall also be treated as Highly Confidential for a period of 10 days after the deposition. No later than the 10th day after the party is deposed, a party may serve a Notice of Designation to all Parties of record and the court reporter for the deposition in question as to specific pages and lines of the transcript and exhibits that are designated as Confidential or Highly Confidential, and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Protective Order. After the receipt of any errata, the party which noticed the deposition shall request the court reporter to provide a revised final copy of the transcript that reflects any designations of pages of the transcript as Confidential or Highly Confidential in the lower left-hand corner of each designated page.

USE OF CONFIDENTIAL INFORMATION

18. Unless otherwise agreed to by the Designating Party or ordered by the court, a Receiving Party may use Confidential or Highly Confidential material solely for the purpose of the Bankruptcy Case. Such material may be disclosed only to the categories of persons and under the conditions described in this Protective Order.

10 11

12

13 14

15 16

17

18

19 20

21

22 23

24

25 26

27

- 19. Receiving Party disclose information designated may any or item 'CONFIDENTIAL" only to:
- the Receiving Party's Outside Counsel of Record and their employees to (a) whom disclosure is reasonably necessary for the Bankruptcy Case;
- (b) the officers, directors, and employees (including in-house counsel) of the Receiving Party to whom disclosure is reasonably necessary for the Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as (Exhibit A);
- (c) Experts, consultants, and their employees to whom disclosure is reasonably necessary for the Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as (Exhibit A);
 - (d) the Court and its personnel;
- court reporters and their staff, professional trial consultants, and professional (e) vendors, to whom disclosure is reasonably necessary for this Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (f) actual or potential witnesses in the Bankruptcy Case to whom disclosure is reasonably necessary for the Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court;
- (g) the author or recipient of a Document containing the information or a custodian or other person.
- (h) mediators and/or other third parties appointed by the Court or retained by the Parties for settlement purposes or resolution of discovery or other disputes and their necessary staff, to whom disclosure is reasonably necessary for this and Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).
- 20. Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL" only to:
- (a) the Receiving Party's Outside Counsel of Record and their employees to whom disclosure is reasonably necessary for the Adversary Proceeding or the Bankruptcy Case;

3

4 5

6

7 8

10

9

11 12

13 14

15

16 17

18

19

20 21

22 23

24

25 26

27

- in-house counsel of the Receiving Party to whom disclosure is reasonably (b) necessary for the Bankruptcy Case;
- Experts, consultants, and their employees to whom disclosure is reasonably (c) necessary for the Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as (Exhibit A);
 - (d) the Court and its personnel;
- court reporters and their staff, professional jury or trial consultants, and (e) professional vendors, to whom disclosure is reasonably necessary for the Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (f) actual or potential witnesses in the Bankruptcy Case to whom disclosure is reasonably necessary for the Bankruptcy Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court;
- the author or recipient of a Document containing the information or a (g) custodian or other person.
- 21. Nothing in this Protective Order shall be construed to limit the use of any Document(s) in the Bankruptcy Case provided that the Parties take reasonably necessary precautions in advance to avoid the public disclosure of material designated as Confidential and Highly Confidential. A Party that intends to present, or that anticipates that another party may present, such information at a hearing, shall bring that issue to the Court's and Parties' attention as soon as practicable. The Court may thereafter make such orders as are necessary to govern the use of such Documents at hearings.

RULE 502(D) PROVISIONS

22. Pursuant to Federal Rule of Evidence 502(d), the disclosure or production to a Receiving Party of any Documents, communications, or information shall not, for the purposes of this proceeding or any other proceeding, constitute a waiver of the attorney-client privilege or workproduct protection, applicable to: (a) those Documents, communications, or information; or (b) any other Documents, communications, or information with a related subject matter. Permitting

Desc

2

3

4 5

6

8

9

11 12

13

14 15

16

17

19

18

21

22

20

23 24

25 26

27

Inspection of communications and other Documents that may contain Privileged Material does not constitute waiver of any privilege.

- 23. This order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). The provisions of Federal Rule of Evidence 502(b) are inapplicable to the production of documents, communications, or information under this order.
- 24. The Producing Party shall be permitted to request from any Receiving Party the return or destruction of Documents, communications, or information produced under this order on the basis that such Documents, communications, or information are Privileged Material. If the Producing Party makes such a request to a Receiving Party for the return or destruction of Privileged Material, the Receiving Party shall, within five business days, return or destroy all copies of the Privileged Material, and provide a certification of counsel that all such information has been returned or destroyed. Nothing in this order shall change any obligation of a Producing Party to preserve Documents.
- 25. Nothing in this Protective Order shall prevent the Receiving Party from challenging the privilege or protection asserted by the Producing Party and moving for an order compelling production of the Privileged Material. Any such motion shall be filed under seal and shall not assert as a ground for entering such an order the production of Privileged Material pursuant to this order.
- 26. A Producing Party may not rely on its own disclosure or production of privileged or work product materials under this order as a basis to seek disqualification of a Receiving Party or its counsel.

MISCELLANEOUS PROVISIONS

27. If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this action as Confidential Information, the Receiving Party must so notify the designating party, in writing, immediately and in no event more than three days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order. The Receiving Party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Protective Order. In

STIPULATED PROTECTIVE ORDER

Filed 09/26/25

Entered 09/26/25 21:20:42

Case 2:21-bk-18205-DS

Doc 657

Case 2:21-bk-18205-DS Doc 657 Filed 09/26/25 Entered 09/26/25 21:20:42 Desc Imaged Certificate of Notice Page 14 of 14

EXHIBIT A

2	ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND
3	I, [print or type full name], or
4	[print or type full address], acknowledge that I have
5	read in its entirety and understand the Stipulated Protective Order that was issued by the United
6	States Bankruptcy Court for Central District on California on in bankruptcy case number
7	2:21-bk-18205-DS. I agree to comply with and to be bound by all the terms of this Stipulated
8	Protective Order and I understand and acknowledge that failure to so comply could expose me to
9	sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
10	any manner any information or item that is subject to this Stipulated Protective Order to any persor
11	or entity except in strict compliance with the provisions of this Order. I further agree to submit to
12	the jurisdiction of the United States Bankruptcy Court for the Central District of California for the
13	purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcemen
14	proceedings occur after termination of this action.
15	
16	Date:
17	
18	Printed name:
19	
20	Signature:
21	
22	
23	
24	
25	
26	
27	
28	
	STIPULATED PROTECTIVE ORDER